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2 **BEFORE THE CANNABIS COMPLIANCE BOARD**
3 **STATE OF NEVADA**

4 STATE OF NEVADA, CANNABIS
5 COMPLIANCE BOARD,

Case No. 2022-63

6 Petitioner,

7 vs.

8 NLV WELLNESS, LLC,

9 Respondent.

10
11 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 The Cannabis Compliance Board (the “CCB”), by and through its counsel, Aaron D.
13 Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior
14 Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of
15 Disciplinary Action (“Stipulation and Order”) with Respondent NLV Wellness, LLC
16 (hereinafter “NLV” or “Respondent”), by and through its counsel of record, Robert E.
17 Werbicky, Esq., of the law firm of Hutchison & Steffen, PLLC. Pursuant to this Stipulation
18 and Order, NLV and CCB (collectively, the “Parties”) hereby stipulate and agree that CCB
19 Case No. 2022-63 (the “Administrative Action”) shall be fully and finally settled and
20 resolved upon the terms and conditions set out herein.

21 **PERTINENT FACTS**

22 1. Respondent is a domestic limited-liability company registered in the State of
23 Nevada and licensed to operate a medical cannabis cultivation facility (C145) and adult-
24 use cannabis cultivation facility (RC145).

25 2. On or about October 13, 2022, the CCB initiated this disciplinary action via
26 the service and filing of a Complaint for Disciplinary Action (the “Complaint”). The
27 Complaint alleges, *inter alia*, that, contrary to Nevada law, NLV: made an intentional
28 and/or unintentional false statement(s) to the Board or Board Agents; failed to keep

1 required records; failed to follow seed-to-sale tracking requirements; failed to properly
2 dispose of cannabis waste; failed to properly tag cannabis plants and cannabis products;
3 and failed to have cannabis establishment agents in possession of valid cannabis
4 establishment agent cards.

5 3. NLV filed a Motion to Strike and Conditional Answer and Request for Hearing
6 on November 9, 2022. In its Answer, NLV denied the allegations in the Complaint and
7 asserted affirmative defenses. Thereafter, the Parties entered into good faith negotiations
8 to resolve the Administrative Action and reached an agreement in principle for resolving
9 this case. As a result, the Hearing Officer approved a stipulation and order to stay the
10 Administrative Action on December 6, 2022, to allow the Parties to finalize this Stipulation
11 and Order and for the Board to consider approval of this Stipulation and Order at its
12 February 28, 2023, meeting, or a later meeting.

13 4. The Parties have engaged in good faith settlement negotiations to reach an
14 agreement that is mutually acceptable to NLV, CCB staff, and counsel for the CCB, for
15 resolution of the Administrative Action, with the understanding that this Stipulation and
16 Order must be approved by a majority vote of the members of the CCB to become effective.

17 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

18 This Stipulation and Order is made and based upon the following acknowledgements
19 by the Parties:

20 5. NLV has entered into this Stipulation and Order on its own behalf through
21 counsel of its choice at its own expense with full authority to resolve the claims against it
22 and is aware of NLV's rights to contest the violations pending against it. These rights
23 include the right to a hearing on any violations or allegations formally filed, the right to
24 confront and cross-examine witnesses called to testify against NLV, the right to present
25 evidence on NLV's own behalf, the right to have witnesses testify on NLV's behalf, the right
26 to obtain any other type of formal judicial review of this matter, and any other rights which
27 may be accorded to NLV pursuant to provisions of NRS Chapters 678A through 678D, the
28 NCCR, and any other provisions of Nevada law. NLV is waiving all these rights by entering

1 into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any
2 portion thereof, NLV reserves the right to withdraw any or all waivers.

3 6. Should this Stipulation and Order be rejected by the CCB or not timely
4 performed by NLV, it is agreed that presentation to and consideration by the CCB of such
5 proposed stipulation or other documents or matters pertaining to the consideration of this
6 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
7 members from further participation, consideration, adjudication, and/or resolution of these
8 proceedings and that no CCB member shall be disqualified or challenged for bias.

9 7. NLV acknowledges that this Stipulation and Order shall only become effective
10 after the CCB has approved it.

11 8. NLV enters this Stipulation and Order after being fully advised of NLV's
12 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
13 embodies the entire agreement reached between the CCB and NLV. It may not be altered,
14 amended, or modified without the express written consent of the Parties, and all
15 alterations, amendments and/or modifications must be in writing.

16 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, NLV
17 has agreed to settle this matter. For purposes of settling this matter, NLV acknowledges
18 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this
19 Stipulation and Order are true and correct. Without waiving any constitutional rights
20 against self-incrimination, NLV further acknowledges that certain facts contained in the
21 CCB Complaint in Case No. 2022-63 could be found to constitute violations of Title 56 of
22 NRS (NRS Chapters 678A through 678D), and the NCCR, with penalties up to and
23 including revocation, suspension, and/or civil penalties of up to \$402,500 for licenses C145
24 and RC145, if these matters proceeded to an administrative hearing.

25 10. In settling this matter the Executive Director for CCB and counsel for CCB
26 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
27 violations; the economic benefit or savings, if any, resulting from the violations; the size of
28 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS

1 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
2 penalty on the ability of the violator to continue in business. With respect to compliance
3 history, the Department of Taxation's Marijuana Enforcement Division ("DOT") conducted
4 routine inspection/audit of NLV in which it identified several deficiencies, including, but
5 not limited to: (1) discrepancies between METRC, the State's seed-to-sale system, and
6 NLV's physical inventory; (2) untagged bags of cannabis; and several issues regarding
7 building disrepair. NLV received no disciplinary action from this prior inspection/audit on
8 April 22, 2019. NLV was also summarily suspended on May 20, 2021, in relation to certain
9 allegations set forth in the Complaint, when the Board found a threat to public health and
10 safety because of the large amount of untagged cannabis found by Board Agents during the
11 routine inspection/audit on or about May 19, 2021. The mitigating factors in CCB Case No.
12 2022-63 include the fact that NLV cooperated with the CCB's staff to cease operations
13 during the summary suspension, hired regulatory counsel to assist in correcting the
14 regulatory violations, and destroyed the untagged cannabis, and put forth a plan of
15 correction to avoid the same issues from occurring in the future. The CCB's Executive
16 Director and counsel for the CCB took into account the size of NLV's business and the
17 impact of the civil penalties on its ability to continue with its business. A reasonable civil
18 penalty has been proposed, and NLV has been provided with a payment plan that will allow
19 full payment while accounting for NLV's harvesting schedule and receipt of revenue from
20 its sales.

21 11. To resolve the Administrative Action, and only for that purpose and no other,
22 NLV specifically admits to the following violations with respect to CCB Case No. 2022-63
23 for licenses C145 and RC145:

- 24 a. Two category III violations for failing to tag plants as required under NCCR
25 4.050(1)(a)(4).
- 26 b. Two category IV violations for failing to display or have in the immediate
27 possession of each cannabis establishment agent a cannabis establishment
28 agent registration card under NCCR 4.055(1)(a)(1).

1 c. Two category V violations for failing to comply with any other requirements
2 not described in another category under NCCR 4.060(1)(a)(6).

3 12. With respect to C145 and RC145, NLV further agrees to pay a civil penalty in
4 the amount of \$154,000¹ in consideration for its admitted violations in Paragraph 11, above,
5 and in consideration for CCB's agreement to resolve the Administrative Action on the terms
6 set forth herein. Said sum may be paid in installments, as set forth specifically in
7 Paragraph 18, below.

8 13. If the CCB approves this Stipulation and Order, it shall be deemed and
9 considered disciplinary action by the CCB against NLV.

10 14. Both parties acknowledge that the CCB has jurisdiction to consider and order
11 this Stipulation and Order because NLV holds privileged licenses regulated by the CCB as
12 of July 1, 2020. NLV expressly, knowingly, and intentionally waives the 21-day and/or 5-
13 day notice requirements contained in the Nevada Open Meeting Law and acknowledges
14 that this Stipulation and Order may be presented to the CCB for its consideration and
15 potential ratification at the CCB's meeting on February 28, 2023.

16 **STIPULATED ADJUDICATION**

17 Based upon the above acknowledgments of the Parties and their mutual agreement,
18 the Parties stipulate and agree that the following terms of discipline shall be imposed by
19 the CCB in this matter:

20 15. Violations: As to licenses C145 and RC145, NLV is found to have committed
21 two Category III violations, two Category IV violations, and two Category V violations as
22 set forth in Paragraphs 11(a)-(c), above.

23 16. Imposition of Civil Penalties. NLV shall pay a total civil penalty in the
24 amount of one hundred and fifty-four thousand dollars (\$154,000) within the times set forth
25 in Paragraph 18 below, to be apportioned as set forth in Paragraph 12.

26 17. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby
27 issues a formal warning to NLV, as to its first Category V violation in the immediately
28

¹ To be apportioned \$77,000 to C145 and \$77,000 to RC145.

1 preceding three years: NLV shall comply with all cleaning, maintenance, and record
2 keeping requirements under the NCCR and Title 56 of NRS. Failure to do so in the future
3 will invoke additional progressive discipline and shall be considered an aggravating factor
4 in considering the amount of civil penalties in any future disciplinary actions.

5 18. Payment of Civil Penalties. NLV must pay the total civil penalty set forth in
6 this agreement within the time frames set forth in this Paragraph. NLV may pay the lump
7 sum of \$154,000 in civil penalties within 30 days of the date the CCB approves this
8 Stipulation and Order (the "Lump Sum Payment Option").² In the alternative, NLV may
9 select to pay the civil penalties in eleven monthly installments of \$14,000.00³ each month
10 (the "Payment Plan Option"). Under the Payment Plan Option, NLV must pay the first
11 installment on the 15th calendar day of the month⁴ following the CCB meeting at which
12 this Stipulation and Order is approved and then, thereafter, on the 15th day of each month⁵
13 for the next eleven (11) months. For example, if this Stipulation and Order is approved at
14 the February 28, 2023, CCB meeting, the payment of \$14,000 each month would be due as
15 follows (with each installment deadline listed):

16	Wednesday, March 15, 2023	1st Installment
17	Monday, April 17, 2023	2nd Installment
18	Monday, May 15, 2023	3rd Installment
19	Thursday, June 15, 2023	4th Installment
20	Monday, July 17, 2023	5th Installment
21	Tuesday, August 15, 2023	6th Installment
22	Friday, September 15, 2023	7th Installment

24 ² Should the CCB approve this Stipulation and Order at its February 28, 2023, meeting, under the Lump
25 Sum Payment Option, payment would be due on Thursday, March 30, 2023, and must be received by 5:00
p.m., Pacific Time, at the CCB's Carson City Office.

26 ³ Said \$14,000 monthly payments shall be attributed as follows: \$7,000 to C145; \$7,000 to RC145. However,
Respondent may make one payment totaling \$14,000 each month.

27 ⁴ Payment must be physically received at the CCB's Carson City Office no later than 5:00 p.m., Pacific Time,
on the 15th day of the month on which it is due. If the 15th day of the months falls on a Saturday, Sunday,
28 or a holiday recognized by the State of Nevada, payment shall be due on the first following business day.

⁵ As set forth in footnote 4, above, if the 15th day of the months falls on a Saturday, Sunday, or a holiday
recognized by the State of Nevada, payment shall be due on the first following business day.

1	Monday October 16, 2023	8th Installment
2	Wednesday November 15, 2023	9th Installment
3	Friday, December 15, 2023	10th Installment
4	Tuesday, January 16, 2024	11th Installment

5 NLV may pay any installment prior to its due date. However, this will not change
6 the due date for any of the subsequent installments. NLV may at any time elect to pay the
7 full amount owed or the entire remaining balance or prepay any monthly installment
8 without prepayment penalty.

9 19. Penalties for Failure to Comply with Payment Plan Option. NLV
10 acknowledges that it is critical to comply with the strict requirements of the deadlines set
11 forth in this Stipulation and Order under the Lump Sum Payment Option or Payment Plan
12 Option.⁶ NLV agrees that, should it fail to timely make any installment payment the
13 following penalties and procedures will be in effect:

- 14 a. CCB will allow a five-business day grace period for late payment.⁷
- 15 b. If payment is not physically received by CCB at its Carson City office by 5:00
16 p.m., Pacific Time, on the last day of the grace period, NLV shall be deemed
17 to be in breach of this Stipulation and Order, deemed to be in default, and
18 deemed to have admitted all allegations in the CCB Complaint in Case No.
19 2022-63 and shall pay all penalties and receive all discipline set forth under
20 the "Relief Requested" section of the Complaint, inclusive of a written
21 warning, revocation of NLV's licenses, and civil penalties totaling \$402,500.
22 The CCB will enter an order of default to this effect after default and all
23 amounts due under this subsection shall be immediately due and payable to
24

25 ⁶ If NLV does not make any payment by the due date of the first installment under the Payment Plan Option
26 including any grace period, under Paragraph 19(a), if applicable, NLV will be deemed to have selected the
27 Lump Sum Payment Option and the full amount of \$154,000 will be due within 30 days of the CCB's approval
28 of this Stipulation and Order. If no such payment is made in full within that 30-day time period, then the
penalty provisions of Paragraph 19(b) shall be triggered.

⁷ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed
payment will not be considered a payment and no additional time beyond the five business days grace period
will be granted for payment.

1 CCB. NLV agrees it cannot and will not file any petition for judicial review
2 and/or any action in any forum for relief from this order of default and that
3 CCB may file any judicial action necessary to recover the amounts owed under
4 this subsection, along with its attorneys' fees and costs for recovery of amounts
5 owed.

6 c. NLV may petition the CCB for an extension of 30-days to pay any of the
7 installments set forth in Paragraph 18. However, for the CCB to consider any
8 such petition, the CCB must receive said petition no later than 5 business
9 days prior to the installment deadline at issue (which does not include any
10 grace period). The CCB is not required to grant such a petition. In such a
11 petition, NLV must demonstrate to the satisfaction of CCB that there are
12 extraordinary and unusual circumstances necessitating the extension
13 requested and specify which the installment deadline or deadlines for which
14 it is seeking an extension. The CCB may delegate the decision as to whether
15 to grant such a petition to the CCB Chair.

16 d. If an extension is granted under Paragraph 19(c), there shall be no grace
17 period on the new payment date or dates. If NLV does not pay by the new
18 payment date or dates, the provisions and penalties of Paragraph 19(b) apply.

19 20. Plan of Correction. Respondent represents and warrants that it has put in
20 place a plan of correction to remedy and prevent the recurrence of the violations set forth
21 in this Stipulation and Order. In summary, the plan of correction includes the following:
22 (1) NLV instructed its agents on cannabis establishment agent registration cards
23 requirements, including the requirement to have valid agent cards or temporary agent
24 cards on their person at all times while on the premises of the facility; (2) NLV moved the
25 RV from the back of its property and prohibits anyone without a valid agent card from
26 being on the premises, unless that the person signs in as a visitor and is escorted by an
27 agent of NLV at all times; (3) NLV hired regulatory counsel to become, continue, and
28 maintain compliance with all regulations; (4) NLV properly destroyed the 506 untagged

1 vegetative cannabis plants and any other untagged cannabis products on July 14, 2021,
2 and CCB agents witnessed said destruction; (5) NLV implemented a plan to record all
3 donor plant tags and immediately enter all immature plants into METRC, the state's seed-
4 to-sale tracking system; (6) NLV removed all loose cannabis flower from the facility and
5 installed a footbath at the doorways leading out of the building to prevent the tracking of
6 loose cannabis flower outside; (7) NLV purchased a shred device to properly destroy any
7 obsolete or unused METRC tags; (8) NLV submitted a general facility maintenance request
8 to paint and repair base coverings, walls, and ceilings; (9) NLV removed personal items
9 from the freezer, placed a sign on the freezer indicating that no personal items may be
10 stored in the freezer, and ordered a lock to put on the freezer to prevent personal items
11 from being placed in the freezer; (10) NLV provided the name and information for the
12 certified applicator of pesticides; (11) NLV cleaned the Green Broz machine, interviewed
13 cleaning companies to assist in keeping the facility clean, re-trained agents on removing
14 "old identification stickers" and properly sanitizing the bags; and (12) NLV updated its
15 standard operating procedure on weighing and measuring cannabis and trained all agents
16 on this new standard operating procedure. Respondent further represents and warrants
17 that it is now, as of the date it has executed this Stipulation and Order, operating in full
18 compliance with NRS Title 56 and NCCR.

19 21. Contingency if Approval Denied. If approval of this Stipulation and Order is
20 denied by CCB, NLV and counsel for the CCB agree to resume settlement negotiations in
21 good faith and attempt to reach an agreement to amend this Stipulation and Order and
22 resubmit an amended Stipulation and Order to the CCB to review for approval at a
23 subsequent regularly scheduled meeting. If such an agreement cannot be reached, the
24 Parties agree to proceed with the Administrative Action, which shall include a disciplinary
25 hearing before the CCB or its assigned hearing officer. Should the Administrative Action
26 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and
27 arguments in the Administrative Action as set forth in its Complaint and NLV preserves
28 all its defenses, affirmative defenses, and arguments it asserted in NLV's Motion to Strike

1 and Conditional Answer and withdraws all waivers set forth herein. An unapproved
2 Stipulation and Order shall not be admissible as evidence or referenced in argument at any
3 disciplinary hearing in CCB Case No. 2022-63 or any other matter involving the CCB.

4 22. Contingency if Approval Conditioned. If the CCB approves this Stipulation
5 and Order, but said approval is contingent on certain conditions, the parties will undertake
6 further good faith negotiations to include said conditions in an amended stipulation and
7 order for execution by the CCB Chair. If NLV does not agree to the certain conditions
8 imposed by the CCB, the parties will undertake additional negotiations and attempt to
9 reach an agreement to amend this Stipulation and Order and resubmit an amended
10 Stipulation and Order to the CCB to review for approval at its next regularly scheduled
11 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the
12 Administrative Action, which shall include a disciplinary hearing before the CCB or its
13 assigned hearing officer. Should the Administrative Action proceed for the reasons set forth
14 in this Paragraph, CCB preserves all its claims and arguments in the Administrative
15 Action as set forth in its Complaint and NLV preserves all its defenses, affirmative
16 defenses, and arguments it asserted in NLV's Motion to Strike and Conditional Answer
17 and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not
18 be admissible as evidence or referenced in argument at any disciplinary hearing in CCB
19 Case No. 2022-63 or any other matter.

20 23. Closure of Disciplinary Action. Once this Stipulation and Order is fully
21 performed by NLV, the Administrative Action will be closed. The owners and officers of
22 NLV will not be disciplined individually for the violations admitted to in this Stipulation
23 and Order.

24 24. Communications with CCB Members. NLV understands that this Stipulation
25 and Order will be presented to the CCB in open session at a duly noticed and scheduled
26 CCB meeting. NLV understands that the CCB has the right to decide in its own discretion
27 whether or not to approve this Stipulation and Order. The CCB's counsel, which is the
28 Nevada Attorney General and its staff attorneys, will recommend approval of this

1 Stipulation and Order. CCB agrees that NLV and/or its counsel may appear at the CCB
2 meeting where this Stipulation and Order is discussed and, if requested, respond to any
3 questions that may be addressed to NLV and/or the Attorney General's staff attorneys.
4 NLV agrees that, should the CCB decline to approve this Stipulation and Order, NLV will
5 not contest or otherwise object to any CCB member, and/or CCB appointed hearing officer,
6 hearing and adjudicating the Administrative Action based on the aforementioned *ex parte*
7 communications with anyone from the Nevada Attorney General's Office.

8 25. Release. In execution of this agreement, Respondent agrees that the State of
9 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,
10 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
11 any liability for any decision or action taken in good faith in response to information and
12 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
13 Office of the Attorney General, and each of their members, staff, attorneys, investigators,
14 experts, hearing officers, consultants and agents from any and all manner of actions, causes
15 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or
16 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
17 against any and/or all of the persons, government agencies or entities named in this
18 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in
19 its Complaint, the matters set forth in this Stipulation and Order, or the administration of
20 CCB Case No. 2022-63.

21 26. No Precedence. The Parties agree: (1) That this Stipulation and Order shall
22 not constitute a precedent for any other issues or proceedings before the CCB and/or in any
23 other forum, other than those set forth in this Stipulation and Order; (2) That this
24 Stipulation and Order shall not be admissible in any other proceeding or action with respect
25 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment
26 agent, except proceedings brought to enforce this Stipulation and Order under its terms
27 and/or for the CCB's consideration of future disciplinary action against this Respondent.

28 Furthermore, the CCB may consider the discipline imposed herein in any future

1 disciplinary action against NLV, as required under NCCR 4.030(2), along with the other
2 factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR
3 4.035 through 4.060. As every case concerns different facts and details, this Stipulation and
4 Order does not act as precedence, or persuasive authority, to bind the CCB to impose any
5 particular penalty, to charge or allege any particular violation, and/or to impose any
6 particular disciplinary action in the future for this respondent, or any other respondent for
7 violations of the same statutes and/or regulations addressed in this Stipulation and
8 Order. Likewise, CCB is not bound by any previous settlement agreements it has approved
9 in entering into this Stipulation and Order.

10 27. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'
11 fees and costs.

12 28. Further Assurances. The Parties shall cooperate in executing such additional
13 documents and performing such further acts as may be reasonably necessary to give effect
14 to the purposes and provisions of this Stipulation and Order.

15 29. Voluntary and Informed Agreement. Respondent represents that its owners,
16 officers, and/or its directors, who are responsible for and able to legally bind NLV have read
17 completely and understand fully the terms of this Stipulation and Order, that such terms
18 are fully understood and voluntarily accepted by Respondent in advance of and as
19 memorialized by the signing of this Stipulation and Order, and that the Respondent's
20 signature to this Stipulation and Order indicates same. Respondent further represents that
21 it has voluntarily entered into this Stipulation and Order to make a full, final, and complete
22 compromise upon the terms and conditions set forth herein. Respondent further represents
23 that any releases, waivers, discharges, covenants, and agreements provided for in this
24 Stipulation and Order have been knowingly and voluntarily granted and without any
25 duress or undue influence of any nature from any person or entity. The Parties, and each
26 of them, hereby expressly acknowledge that they are each represented by counsel of their
27 own choice in this matter and have been advised by counsel accordingly.

28 30. Warranties of Authority. The Parties to this Stipulation and Order, and each

1 of them, expressly warrant and represent to all other Parties that each has the full right,
2 title, and authority to enter into and to carry out its obligations hereunder, with the sole
3 exception of the required approval of this Stipulation and Order by the CCB. The Parties
4 also expressly acknowledge the foregoing authority.

5 31. Binding Effect. This Stipulation and Order shall be binding upon and inure
6 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
7 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

8 32. Construction. The headings of all Sections and Paragraphs of this Stipulation
9 and Order are inserted solely for the convenience of reference and are not a part of the
10 Stipulation and Order and are not intended to govern, limit, or aid in the construction or
11 interpretation of any term or provision of this Stipulation and Order. In the event of a
12 conflict between such caption and the paragraph at the head of which it appears, the
13 paragraph and not such caption shall govern in the construction of this Stipulation and
14 Order.

15 33. Governing Law. This Stipulation and Order shall be governed by and
16 construed in accordance with the laws of the State of Nevada, without reference to conflict
17 of law principles.

18 34. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of
19 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to
20 resolve any disputes related to the terms or enforcement of this Stipulation and Order. The
21 successful or prevailing Party or Parties in such action shall be entitled to recover
22 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding
23 to such proceeding, in addition to any other relief to which it may be entitled.

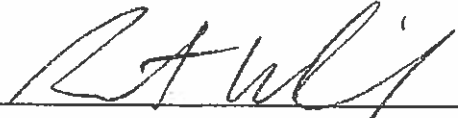
24 35. Interpretation. This Stipulation and Order is the result of negotiations among
25 the Parties who have each negotiated and reviewed its terms. In the event a Court ever
26 construes this Agreement, the Parties expressly agree, consent, and assent that such Court
27 shall not construe this Agreement or any provision hereof against any Party as its drafter
28 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.


1 36. Time is of the Essence. Time is of the essence in the performance of all terms
2 of this Stipulation and Order.

3 37. Severability. If any portion of this Stipulation and Order, or its application
4 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
5 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
6 and its application thereof shall be not affected and shall remain enforceable to the fullest
7 extent permitted by law.

8 38. Counterparts and Copies. This Stipulation and Order may be executed in
9 counterparts, each of which when so executed and upon delivery to counsel of record for the
10 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be
11 deemed executed when Counterparts of this Stipulation and Order have been executed by
12 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to
13 be the Agreement. This Stipulation and Order may be executed by signatures provided by
14 electronic facsimile or email, which signatures shall be binding and effective as original
15 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are
16 duplicate originals, equally admissible in evidence.

17 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the
18 Parties and attested by their duly authorized representatives as of the date(s) so indicated.
19 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

20 
21 _____ Date: 2/21/23
22 Robert E. Werbicky (Nev. Bar No. 6166)
23 Counsel for Respondent NLV

24 
25 _____ Date: 2/22/23
26 (printed name Salmon Ali),
27 On behalf of Respondent NLV
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LKRath

Date: 2/22/2023

L. Kristopher Rath (Nev. Bar No. 5749)
Senior Deputy Attorneys General
Counsel for Cannabis Compliance Board

ORDER

WHEREAS, on 28th day of February 2023, the Nevada Cannabis Compliance Board approved and adopted all the terms and conditions set forth in the Stipulation and Order for Settlement of Disciplinary Action with NLV.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 28th day of February, 2023.

**STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD**

By: Michael L. Douglas
HON. MICHAEL L. DOUGLAS, CHAIR